**IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN BENCH AT JAIPUR.**

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**J U D G M E N T**

State Bank of Bikaner & Jaipur vs. Rajasthan Scooter Works & Another

S.B.Civil First Appeal No.92/1984 under Section 96 C.P.C. against the judgment and decree dated 25.11.1983 passed by Shri Ram Chandra Upadhaya RHJS, Additional District Judge No.3, Jaipur City, Jaipur in Civil Suit No.130/1981.

Date of Judgment :::::: July 3, 2006

**PRESENT**

**HON'BLE MR.JUSTICE KHEM CHAND SHARMA**

Mr.D.K.Soral for appellant.
None appeared for the respondent.

**BY THE COURT (ORAL):-**

The facts leading to this appeal in brief are that the plaintiff appellant instituted a suit against the defendants for recovery of Rs.13,001/- mentioning there in

that cash credit facility to the extent of Rs.10,000/- was given to defendant No.1 and in consideration thereof, the defendant No.1 executed a pronote in favour of plaintiff on 6.2.1976 and defendant No.2 stood as the surety of defendant No.1 and put his signatures on the pronote. Defendant No.1 also executed other necessary documents and defendant No.2 put his signatures as his guarantor. It was mentioned in the plaint that the defendant made payment of Rs.1000/- on 21.1.78. This was the last payment and thereafter no payment was made. The plaintiff further averred that on 30.12.1978 the defendant executed a revival letter in favour of the plaintiff and after that did not make any payment. In these circumstances the plaintiff filed the suit against the defendants for recovery of Rs.13001/-.

In the written statement, defendant respondent No.1 although admitted the facts that he applied for the loan and signed some documents However, according to him, no loan was given to him. He also denied execution of revival letter dated 30.12.1978. Defendant respondent No.2 denied the fact that he stood guarantor of defendant No.2. He also denied his signatures on the documents. He has also taken the plea that the suit was barred by limitation.

On the basis of the pleadings of the parties, the trial court framed as many as seven issues.

Learned trial court first of all decided issue No.6 which was to the effect `whether the suit is barred by limitation ? On the basis of the evidence produced by the parties, the learned trial court decided this issue against the plaintiff and dismissed the suit as time barred vide impugned judgment dated 25.11.1983 holding that the plaintiff has not been able to prove the revival letter dated 30.12.1978. In doing so, the learned trial court has considered the evidence of Shri Shanti Lal Gurnani, Accountant of the Bank, who has not deposed anything regarding execution of this revival letter. The learned trial court concluded that the loan was advanced in 1976 and thus the suit having been filed in the year 1980, was barred by limitation.

After hearing learned counsel for the appellant, I have gone through the impugned judgment and the material available on record as well as the provisions of the Limitation Act.

It is not in dispute that the loan was advanced on

6.2.1976 and the suit was filed in the year 1980. It is further not in dispute that the plaintiff has failed to exhibit and prove the fact of execution of revival letter dated 30.12.1978. Therefore, I am of the opinion that the learned trial court has rightly concluded that the suit was barred by limitation. In this view of the matter, there is no ground to interfere in the impugned judgment.

Resultantly, the appeal fails and is, hereby, dismissed with no orders as to costs.

**(K.C.Sharma),J.**

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